

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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NAFTASERVICES TRADING (CYPRUS) LTD.,

*Plaintiff,*

v.

ALARIC CO. LTD. and ALARIC CONSULTING  
& INVESTMENT CORPORATION LIMITED,

*Defendants.*  
-----X

08 CV 0317 (SAS)

**PLAINTIFF'S RENEWED  
MOTION FOR  
DEFAULT JUDGMENT**

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COMES NOW, Plaintiff by and through undersigned counsel, who respectfully submits this, its' renewed motion for default judgment. On or about July 14, 2008, Plaintiff submitted its motion for default judgment. Thereafter, on July 31, 2008, the Honorable Judge Scheindlin issued an order denying the motion for default with leave to renew. *See* Docket #19. The essence of the Court's denial of the motion for default judgment was that the Court found it unclear whether service of process had been completed by Plaintiff upon defendants in accordance with Rule B(2).

In order to allow Plaintiff an opportunity to clarify this inquiry, Your Honor wrote:

*"Naftaservice may choose to file an amended affidavit of service to indicate, if accurate, that delivery of the documents was made using a form requiring a return receipt. In such case, the Court will grant the motion for default judgment but stay its entry until the London Arbitration has concluded."*

*See* Docket # 19, at p. 3, fn 6.

Thereafter, on August 4, 2008, undersigned counsel filed an amended Affidavit of Service confirming that service had been made at defendants' place of business in accordance with the requirements of Rule B(2), and that an individual named "Agus" had signed for receipt of the parcel on April 21, 2008 at 11:31 am. *See* Docket #20.

As before, the Defendants, ALARIC and ALARIC CONSULTING, have not answered, moved, or otherwise appeared in this action, and the time for the Defendants to answer has long expired. Moreover, to date, there has been no request by Defendants for an extension of time in which to answer, move, or otherwise appear in the present proceeding.

Plaintiff has now obtained a favorable Award from the London Arbitration tribunal awarding Plaintiff, inter alia, USD1,388,461.11, together with interest at the rate of 6% per annum and pro rata compounded quarterly beginning January 15, 2008, plus arbitrator's fees. A true and complete copy of the London Arbitration Award is attached to the accompanying Chalos Affidavit as Exhibit A.

**WHEREFORE**, Plaintiff respectfully quests that this Honorable Court grant its motion and enter a Default Judgment against Defendants, ALARIC and ALARIC CONSULTING, and that garnishee bank, HSBC Bank, hereby be ordered to remit the USD\$ 215,000.00, previously restrained pursuant to the Order for Issuance of Process of Maritime Attachment and Garnishment issued by this Court on January 15, 2008, to Plaintiff (to an account to be provided by Plaintiff's counsel) in partial satisfaction of the Plaintiff's claims; and that Defendants, ALARIC CO. LTD. and ALARIC CONSTULING & INVESTMENT CORPORATION LIMITED, pay the costs and

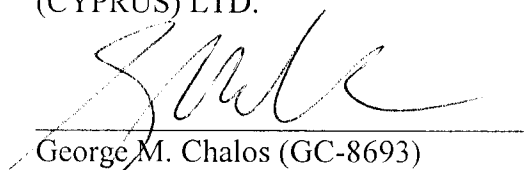
reasonable attorney's fees associated with this Verified Complaint, all together with post-judgment interest

Dated: Oyster Bay, New York  
August 13, 2008

Respectfully submitted,

**CHALOS & CO, P.C.**  
Attorneys for Plaintiff  
NAFTASERVICE TRADING  
(CYPRUS) LTD.

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